

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

Byline Bank, an Illinois State  
Chartered Bank, as successor  
in interest to First Bank &  
Trust  
Corporate Headquarters  
180 N. LaSalle Street  
Suite 300  
Chicago, IL 60601

Doc#: 2303255052 Fee: \$98.00

Karen A. Yarbrough

Cook County Clerk

Date: 02/01/2023 10:56 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

Byline Bank  
C/O Post Closing Department  
1800 S. Halsied Street, 2nd  
Floor  
Chicago, IL 60608

**SEND TAX NOTICES TO:**

Southbranch Investments LLC  
1470 S. Prairie Avenue  
Chicago, IL 60605

**FOR RECORDER'S USE ONLY****This Modification of Mortgage prepared by:**

Irene Johnson-Duff, Commercial Loan Doc Specialist  
Byline Bank, an Illinois State Chartered Bank, as successor in interest to First Bank & Trust  
180 N. LaSalle Street  
Chicago, IL 60601

## MODIFICATION OF MORTGAGE

**THIS MODIFICATION OF MORTGAGE** dated September 1, 2022, is made and executed between Southbranch Investments LLC, an Illinois limited liability company, whose address is 1470 S. Prairie Avenue, Chicago, IL 60605 (referred to below as "Grantor") and Byline Bank, an Illinois State Chartered Bank, as successor in interest to First Bank & Trust, whose address is 180 N. LaSalle Street, Suite 300, Chicago, IL 60601 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 15, 2017 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded October 2, 2017 as Document No. 1727557046 and an Assignment of Rents dated September 15, 2017, Recorded October 2, 2017 as Document No. 1727557047.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

THE SOUTH 15 FEET OF LOT 6 AND ALL OF LOTS 7, 8, AND 9 IN BLOCK 5 IN BRUMMEL & CASE HOWARD TERMINAL ADDITIONAL, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORT, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 126-132 Custer Street & 709-711 Dobson, Evanston, IL 60201. The Real Property tax identification number is 11-30-121-033-0000.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

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## MODIFICATION OF MORTGAGE (Continued)

**This Modification of Mortgage reflects that the following items and paragraphs are hereby (deleted/inserted) to the Mortgage and Assignment of Rents and is made a part thereof:**

An additional amount of \$389,150.87 has been advanced under the Note.

The following paragraph is hereby added:

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

The paragraph entitled "Lender" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

**Lender.** The word "Lender" means Byline Bank, an Illinois State Chartered Bank, as successor in interest to First Bank and Trust, its successors and assigns.

The paragraph entitled "Maximum Lien" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

**Maximum Lien.** At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,440,984.14.

The paragraph entitled "Note" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following:

**Note.** The word "Note" means the promissory note dated September 1, 2022, in the original principal amount of \$720,492.07 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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## MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 1, 2022.

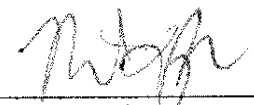
GRANTOR:

SOUTHBRANCH INVESTMENTS LLC

By:  \_\_\_\_\_  
James P. Prendergast, Manager of Southbranch Investments  
LLC

LENDER:

BYLINE BANK, AN ILLINOIS STATE CHARTERED BANK, AS SUCCESSOR  
IN INTEREST TO FIRST BANK & TRUST

X  \_\_\_\_\_  
Authorized Signer

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## MODIFICATION OF MORTGAGE (Continued)

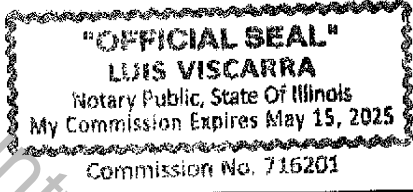
### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 23 day of Sept, 2022 before me, the undersigned Notary Public, personally appeared **James P. Prendergast, Manager of Southbranch Investments LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at 3245 Lake Ave  
Wilmette IL 60091  
 Notary Public in and for the State of IL

My commission expires May 15, 2025



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
 COUNTY OF COOK )

On this 23 day of Sept, 2022 before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for **Byline Bank, an Illinois State Chartered Bank, as successor in interest to First Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Byline Bank, an Illinois State Chartered Bank, as successor in interest to First Bank & Trust**, duly authorized by **Byline Bank, an Illinois State Chartered Bank, as successor in interest to First Bank & Trust** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Byline Bank, an Illinois State Chartered Bank, as successor in interest to First Bank & Trust**.

By [Signature] Residing at 3245 Lake Ave  
Wilmette IL 60091  
 Notary Public in and for the State of IL

My commission expires May 15, 2025

